



**RFP #: 6981**

**INVITATION TO SUBMIT PROPOSALS TO PROVIDE:**

**REVENUE SHARE CONTRACT FOR**

**PONY RIDE SERVICES AT**

**MILWAUKEE COUNTY ZOO**

**Sealed proposals from firms interested in providing Pony Ride Services for the Milwaukee County Zoo will be received until 4pm., on February 2, 2015 in the office of:**

**Milwaukee County Clerk  
Room 105, Courthouse  
901 North 9th Street  
Milwaukee, WI 53233**

**Instructions for preparing proposals are contained within the attached Request for Proposal.**

**Contact Information:  
Milwaukee County Zoo  
ATTN: Mike Garcia  
10001 W. Bluemound Rd.  
Milwaukee, WI 53226  
[michael.garcia@milwaukeecountywi.gov](mailto:michael.garcia@milwaukeecountywi.gov)  
1-414-771-3040**

## **Request for Proposal for Pony Ride Services Milwaukee County Zoo**

### **I. INTRODUCTION**

Milwaukee County Zoo (Zoo or County) is seeking proposals from experienced Pony Ride Venues (Vendor) to provide pony rides to enhance a visitor's memorable experience at the Milwaukee County Zoo.

### **II. BACKGROUND**

The Milwaukee County Zoo is one of Wisconsin's top tourist attractions drawing around 1.3 million visitors each year. The Zoo is a family attraction that entertains and educates its visitors. It is the Zoo's desire to maintain its position as one of the state's top family attractions and reach its goal of attracting 1.35 million visitors on a yearly basis.

### **III. GENERAL SCOPE OF WORK**

Under the direction of the Zoo's Visitor Services as well as the Zoo Director, the Vendor will provide at least 5 ponies for the Zoo's young visitors to ride through a revenue share agreement, with the County earning at least 30% of gross revenue after sales taxes. County shall be compensated at least on a biweekly or bimonthly basis. Reporting must include daily sales quantities and values. At a minimum, these services must be provided daily from Memorial Day weekend through Labor Day and weekends weather permitting during the months of April, May, September, and October.

### **IV. VENDOR SELECTION CRITERIA**

The Vendor will be evaluated by a committee of three individuals with knowledge of the proposal requirements and familiarity with the Zoo. The evaluation may include an interview with top scoring finalists. An award, however, may be made without an interview.

The evaluation and selection of an agency will be made based on the following criteria:

- A. Background Information and Qualifications of the vendor/staff on the type of work required for the Pony Ride Service. **(35 points)**
- B. Level of previous experience in enhancing the visitor experience and increasing venue revenues. Appropriate client references for work performed on similar projects. **(25 points)**
- C. Proposed approach to the Zoo's Pony Ride, i.e. strategies to be used to motivate visitors to purchase Pony rides with regard to the vendor understanding of the Zoo's goals. **(25 points)**
- D. Reasonableness of fees charged, dates services are available beyond the minimum, extent of revenue share, and additional financial support provided County/Zoo. **(15 points)**

## **V. TERMS OF AGREEMENT**

The Vendor will be retained for one (1) calendar year (2015) with up to three (3) renewable calendar years (2016 to 2018). Zoo budget is subject to annual approval by the County Board. The contract will provide for cancellation by either party upon thirty (30) days written notice.

## **VI. COUNTY RESERVATION**

The County reserves the right to reject any and all proposals or to waive any informalities in any proposal which will be at the sole judgment of the County, and also reserves the right not to make an award.

At any time, from time to time, whenever the County deems appropriate, the County may, upon reasonable written notice, make a reasonable alteration, change, modification, addition, and/or deletion to any term, condition, criteria, requirement, time frame, and/or other specification of the Request for Proposal and/or aspect related thereto.

## **VII. PREPARATION OF PROPOSAL**

Proposal should include all requested information as outlined in the "Selection Criteria" section and be prepared in sufficient detail to evaluate the agency's understanding of the scope of the project. The proposal must contain:

Client references including business name, business location, contact name, telephone numbers, and approach used to enhance customer's revenues and visitor experience.

Detail training and supervision provided to vendor staff to guarantee creative, efficient, and profitable operation. Vendor staff must comply with Zoo approved dress code.

Explanation of fees that illustrates that the vendor can accomplish the objectives.

### **FAILURE TO PREPARE PROPOSALS IN REQUESTED FORMAT CAN BE CONSIDERED REASON FOR REJECTION.**

Four (4) copies of the proposal must be received no later than 4 p.m., CST, on February 2, 2015 in a sealed envelope at the Milwaukee County Clerk's office, Courthouse Rm 105. Envelopes should be clearly marked as follows:

**Proposal for Pony Ride Services, Milwaukee County Zoo**  
**Attention: Mike Garcia**

## **VIII. CONTRACT**

Attached is a draft contract that includes covenants and provisions that are required to be performed by the contractor. Proponents should review the contract and its requirements in preparing responses to the Request for Proposal.

**MILWAUKEE COUNTY ZOO**

**2015 DRAFT AGREEMENT**

between

**MILWAUKEE COUNTY ZOO**

and

**CONTRACTOR**

**PONY RIDE**

**I. Grant and Acceptance of Concession**

- A. The Milwaukee County Zoo (hereinafter "Zoo" or "County") hereby grants to \_\_\_\_\_ (hereinafter "Contractor" or "Vendor") a concession for the operation of a high profile animal ride at the Zoo pursuant to the terms and conditions of this Agreement.

**II. Contractor Responsibility**

- A. Contractor shall provide for operation of a high-profile animal ride consisting of at least five ponies. The ride will begin operating, as weather permits, in April of each year. The Zoo and Contractor shall mutually agree upon hours of operation. Deviations from the agreed upon schedule will be by mutual agreement considering humane animal management, weather, and crowd conditions and a decision will be made by 12:00 noon of the day in question whether Contractor will provide rides on a particular day. These situations can best be handled by prompt communications between the parties.

The contact number for the Zoo shall be 414-771-3040 and ask for Visitor Services. The contact number for Contractor shall be \_\_\_\_\_ and ask for \_\_\_\_\_. In an emergency, \_\_\_\_\_ may be reached on their cell phone at \_\_\_\_\_.

- B. Contractor shall be responsible for maintenance and ride operation including animal handling, loading, unloading of riders.
- C. Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal, which is incorporated herein by reference. In the event of any conflict between the terms and provisions of the proposal and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern, control and prevail.
- D. Contractor shall be responsible for the sales of tickets. Consecutively numbered tickets must be obtained from the Zoo Cash Room at the beginning of each operating day and returned with the end of day proceeds for counting by Zoo personnel. Along with the tickets and cash, appropriate documentation summarizing the daily activity should be provided to Zoo personnel. Tickets must be issued for all Zoo rides.

As tickets are redeemed for rides, they should be torn in half. Torn tickets must then be placed in the sealed ticket box. The Zoo reserves the right to audit and modify the ticket-selling process. Contractor shall be held accountable for all tickets received. Contractor will designate and inform Zoo as to who can receive Contractor's portion of the proceeds from the Zoo. Contractor's designee can obtain these proceeds at least each Tuesday for activity that occurred during the previous seven days. Any changes to these procedures may be made by the written consent of both parties.

- E. Contractor shall be responsible for maintaining the track and containment areas in an

orderly and presentable appearance. In addition, Contractor shall be responsible for any renovations to the mutually agreed upon holding area. Contractor shall deposit all trash and waste in receptacles provided by the Zoo. Contractor will leave the ride and animal housing in a neat and orderly condition.

- F. Contractor agrees that the ride will be managed by a Contractor employee acceptable to the County who shall hire and supervise any additional personnel for the efficient and safe operation of the ride throughout the term of this contract. All ride personnel shall be employees of Contractor and not of the Zoo. Contractor and its personnel shall be responsible for the safety of all ride patrons.
- G. Contractor understands that no smoking is allowed on Zoo grounds and that all Contractor staff will comply with this policy.
- H. Contractor shall make and retain detailed records and books of account reflecting its operation at the Zoo. Such books and records shall be subject to inspection by the Zoo and/or an authorized representative of the County Auditor. These records shall be retained for a period of three years. At mid-term and season's end, Contractor shall submit to the Zoo or its designee a financial report detailing its activities at the Zoo.
- I. Contractor shall be solely responsible for the health and well-being of the animals, and shall comply with all relevant regulations regarding animal care.
- J. Contractor shall contract locally for the normal veterinary care of its animals and provide the name of the contracted veterinarian to Zoo staff prior to the commencement of ride operations.
- K. Contractor shall provide appropriate and valid health certificates stating that animals used in conjunction with ride operations are free from tuberculosis (TB) and/or other infectious diseases relative to interstate transportation regulations. Contractor shall supply to the Zoo prior to the start of the quarantine period results of fecal parasite tests, CBC, serum chemistry tests, and rectal swabs for culture for salmonella swab tests, taken within thirty days prior to arrival at the Zoo. Proof of a negative Coggins test must be taken within the calendar year. Animals positive for parasites will be treated with an appropriate antiparasitic drug prior to arrival at the Zoo and at appropriate intervals while at the Zoo. The Zoo reserves the right to decline acceptance of said animals based on the test results. The Zoo, in its sole discretion, reserves the right to retest any animals brought on the Zoo site as deemed necessary for health purposes at no additional cost to Contractor.
- L. Contractor shall be responsible for all costs for animal food.
- M. Contractor shall make available for public viewing daily animal grooming activities for the purpose of public education and enjoyment.
- N. Contractor agrees to the fullest extent permitted by law, to **indemnify**, defend and hold harmless the County, its agents, officers and employees, from and against all liability. Including, but not limited to, costs and attorney's fees, all claims, and causes of actions by

reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract.

- O. Vendor understands and agrees that financial responsibility for claims or damages to any person, or to Vendor's employees and agents, shall rest with the Vendor. The Vendor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

Contractor shall provide evidence of the following coverages and minimum amounts.

<b><u>Type of Coverage</u></b>	<b><u>Minimum Limits</u></b>
Wisconsin Worker's Compensation	Statutory (with waiver of subrogation)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial/Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate,
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General and Automobile, as respects the services provided in this Agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to

County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

- P. Contractor shall comply with all state, federal, and local laws, ordinances, rules and regulations applicable to the Zoo.
- Q. Contractor staff must comply with Zoo approved dress code.
- R. Contractor personnel will not drive personal vehicles onto Zoo walkways during the Zoo's open hours.
- S. Contractor is responsible for any and all required permits or fees.
- T. Contractor shall obtain written approval from County for any Subcontractors and/or associates performing Contractor's obligations. There must be a written contractual agreement between Contractor and a County approved subcontractor and/or associate which binds the subcontractor to the same indemnification and audit contract terms and conditions as those between County and Contractor.
- U. Nothing contained in this agreement shall constitute or be construed to create a partnership or joint venture between the Zoo or its successors or assigns and Contractor or its successors or assigns. In entering into contract, and in acting compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it here under.
- V. The CONTRACTOR, during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of the COUNTY or any person who, to their knowledge of the CONTRACTOR, has a conflict of interest.
- W. The CONTRACTOR agrees to be bound by MILWAUKEE COUNTY'S CODE OF ETHICS which states in relevant part: No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgement would be influenced thereby.
- X. Contractor is responsible for the payment their share of Wisconsin State Sales Tax (70%) and the Zoo is responsible for the remainder of Wisconsin Sales Tax (30%).

### III. Zoo's Responsibility

- A. The Zoo shall provide at no cost to Contractor electrical service, water, and waste pick-up throughout the term of this Agreement.
- B. The Zoo shall provide an area for the ride, such as on the northeast side of the Lakeview

Concession Stand.

- C. The Zoo shall provide Contractor and its employees with reasonable access to the ride site including free parking for business purposes.
- D. The Zoo shall provide, as mutually determined, appropriate graphics, signage, advertising, and public relations support to Contractor at no cost.
- E. The Zoo may provide emergency animal care upon Contractor request at a rate of \$150.00 (one hundred and fifty dollars) per hour plus the cost of medication and supplies, with the understanding that Contractor waves any claim for damages against the Zoo or its employees resulting from any such treatment.
- F. The Zoo shall provide one (1) sets of consecutively marked tickets for rides or a Point of Sale (POS) register with a ticket printer.
- G. The Zoo shall provide Contractor assistance with change and cash counting services.
- H. The Zoo shall provide Contractor at least 72 hours written notice for each after hour rental event on the Zoo grounds for which the animal ride is requested.

IV. Pricing

The price of the rides provided by Contractor under this agreement shall be \$\_\_ per ride. Price changes may only be made by mutual agreement in writing and signed by both parties.

Compensation

- A. Zoo will be provided \_\_percent (\_\_ %) of gross collected revenue from tickets sold or used. Contractor shall receive the balance as its portion of the proceeds for services under this agreement, from the Zoo Accounting Manager or designee; Zoo shall supply Contractor with a written calculation of proceeds earned.
- B. Contractor shall receive \_\_\_\_ (\$\_\_00.00) for each after hour rental event. Rentals shall be for a maximum of three hours or until dusk, which ever comes first. If an after hours rental is canceled for any reason other than inclement weather within seventy-two (72) hours of the scheduled date of the event, a cancellation fee of (\$\_\_\_\_.00) will be charged to the Zoo.
- C. Contractor shall communicate regarding rentals via email with Sue Rand at [susan.rand@milwaukeecountywi.gov](mailto:susan.rand@milwaukeecountywi.gov) and/or Renee Klatt at [renee.klatt@milwaukeecountywi.gov](mailto:renee.klatt@milwaukeecountywi.gov). See Section V. B. for payment agreements.
- D. In the event of early termination, any revenue proceeds up to the termination date will be divided as provided in the Compensation Section V., Paragraph A.
- E. Subject of Quarantine.

If the Zoo is required to quarantine any of Contractor animal(s) operated under this



agreement, the Zoo shall compensate Contractor at a rate of \$\_\_ per day per animal.

V. Term

The Agreement shall become effective upon execution by the parties and all necessary state agencies and shall remain in effect until December 31, 2015 with up to three (3) renewable calendar years (2016 to 2018). Zoo budget is subject to annual approval by the County Board. Each party reserves the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

VI. Assignment

Contractor shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County or its designee.

VII. Amendments & Enforcement

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

VIII. Non-Discrimination

In the performance of the work under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Contractor agrees to implement the principles of equal employment opportunities through and effective Affirmative Action program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractor work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in event of any dispute as to compliance with aforesaid requirements; it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provision of this section has determined by the County, Contractor shall immediately be informed of the violation and directed to take all actions necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any persons adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Agreement, County may terminate the agreement without liability for the uncompleted portion or any materials or services purchases or paid by the Contractor to complete the Agreement, but in either event, Contractor shall ineligible to bid on any future agreement let by the County.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month, and year first above written.

COMPTROLLER:

MILWAUKEE COUNTY EXECUTIVE

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MILWAUKEE COUNTY ZOO

Corporation Counsel  
Approved as to Execution

By \_\_\_\_\_  
Zoo Director

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Community Business  
Development Partners

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to WI Stats. 59.42  
by Corporation Counsel.

Reviewed by County's Risk  
Manager

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date